



Town of Fort Frances  
**Museum Advisory Committee  
Meeting**  
August 25, 2021 @ 1:00 PM  
Museum (Zoom available if required)

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	Page
1. <b><u>CALL TO ORDER / ROLL CALL</u></b>	
2. <b><u>Disclosure of Conflict of Interest and the General Nature Thereof:</u></b>	
3. <b><u>Approval of Previous Committee Minutes</u></b>	
3.1 Meeting Date:	2 - 4
4. <b><u>Items Referred from Council - None</u></b>	
5. <b><u>New Business</u></b>	
5.1 Owandem - No update; in the plans for future development of Woodyard site.	
5.2 Hallett Repairs - No update; will have to be budgeted into future years budget.	
5.3 Mill Whistle - The whistle hasn't moved as of August 17, 2021. Canadian National have been provided with the "Deed of Gift" form by Travis Rob in June 2021. Travis advises that once he can see the whistle; he can then provide some recommendations for mounting or exhibiting it.	
5.4 Anchor - No update; quote for sandblasting hasn't been received.	
6. <b><u>Information</u></b>	
6.1 Curator's Report	5 - 23
7. <b><u>Recommendations to be made to the Community Services Executive Committee..</u></b>	
8. <b><u>ADJOURN / NEXT MEETING DATE</u></b>	
September 22, 2021	

## TOWN OF FORT FRANCES

### MINUTES

### MUSEUM ADVISORY COMMITTEE

June 23, 2021

The meeting of Museum Advisory Committee of the Town of Fort Frances was held in the Museum/ Zoom on June 23, 2021 from 1:00 p.m. to 8:50 a.m.

PRESENT: Debbie Ballard - Chair, Mary Hickling, Caren Fagerdahl, Christine Denby,  
REGRETS: Robert Schulz, John McTaggart  
ALSO PRESENT: Beverley Cochrane, Museum Curator, Aaron Bisson, Recreation and Culture Manager

#### **1. CALL TO ORDER / ROLL CALL**

1.1 Robert Schulz and John McTaggart have sent regrets for this meeting.

#### **2. Approval of Agenda**

Approved as presented. Owandem, Mill Whistle, Hallett Repairs, and Anchor to be on every agenda, as directed by Museum Advisory Committee.

#### **3. Disclosure of Conflict of Interest and the General Nature Thereof:**

None

#### **4. Approval of Previous Committee Minutes**

4.1 Approved as presented.

#### **5. Items Referred from Council**

None

#### **6. Information**

6.1 Curator's Report - Prepared By: Beverley Cochrane  
June 21, 2021

Finance:

- The Community Museums Operating Grant (CMOG) Report and Application is due to be uploaded into Transfer Payments Ontario by June 30, 2021. CMOG has been completed and sent to CSEC and then will be forwarded onto Council for approval.
- Post-Secondary Students at Museum have not started yet, due to lockdown. Museums fall within "Step Three" of Ontario's current reopening plan. Canada Summer Jobs funding approved for 8 weeks; Young Canada Works approved at 12 weeks.

Collections:

- Round One of Deaccession is projected to be complete by July 30, 2021. Duplicates, broken/ poor condition, no provenance will be the initial items for deaccessioning.
- A few items have been accepted for the Archives collection, including photos of local people and places.

Exhibitions:

- June - August: Nindinawemaganag: My Relations. Scheduled for installation on July 8, 2021.
- September - October: Tony Sepers Art. Provided a letter to Tony confirming timeframes and outline of expectations.
- November 2021 – February 2022: Fort Frances Businesses. Request sent out for stories; we have had a few stories shared with us. Another ad will be placed into Fort Frances Times. The radio station has contacted volunteer Maxine Hayes to conduct an interview about the research process; great for exposure.
- March – May 2022: Fibre Arts – This exhibit is on a 3-year rotation schedule. Planning

yet to begin, likely in Fall 2021, regarding themes of arts. Likely arts created during COVID-19.

- 2022: My Tattoo, My Story – Travelling Exhibit. Have not heard back from host Museum whether we've been approved to host this exhibit.

#### Research:

- Pandemic Community stories will be collected. Debbie Ballard initiated discussions with the Fort Frances Times; requested assistance from Fort Frances Writers Group with starting.

#### Physical Plant:

- Sunset Security still required to install backup battery for one emergency light.
- Humidity and temperature has been relatively stable since implementation of humidifiers.
- Fire Panel yet to be installed

#### Community:

- Friends of Museum have begun planning their 2<sup>nd</sup> Annual Garden Tour July 3, 2021. Museum is promoting this on their Facebook page and will update Museum space on Fort Frances website.
- Right Relations Committee looking to conduct cultural education sessions at Rainy Lake Square
- Rainy Lake Square running smoothly; initially food vendors were only permitted in accordance with the provincial restrictions. Crafts and other vendors are now able to participate.
  - Would like to re-incorporate "Tea and Scones" on Market Thursdays. Informal discussions with Jennifer Horton regarding possibilities for a "Make and Take" style to begin.
- Currently working on a loan agreement with Kay-Nah-Chi-Wah-Nung for an artifacts loan. They will be opening an exhibit when restrictions are lifted. Currently coordinating with Insurance companies regarding wording of the agreement.
- In response to the 215 discovered buried in B.C. the Museum has partnered with Betty's to display the St. Marguerites Residential School portrait and Excerpts from the Truth and Reconciliation Commission, which were a part of a previous exhibit. They are currently still on display.
  - Attended Ceremony at the former St. Marguerites on May 31, 2021.
  - Received a request from Rainy River First Nations for information about the Residential School. Printed and mounted smaller versions of the local exhibit for display at the Residential School gathering at RRFNs on June 4, 2021.

#### Owandem:

- No further update except to note that the Owandem will be included in Woodyard development planning commences and funding is secured. Grant funding will continue to be searched for the Berth.

#### Anchor:

- Awaiting quote for sandblasting and painting of Anchor.

#### Hallet Repairs:

- Repairs for Hallet are being planned, likely will occur in 2022 as not currently budgeted. Funding sources have been researched and will continue to be.

#### Mill Whistle:

- No updates regarding the Mill Whistle.

#### Municipal Accommodation Tax Update:

- Had preliminary discussions with Kayleigh Spiers regarding the concept of partnering with the Mounds for tourism experiences. Discussion about pottery and other experiences.
- Virtual meeting with Tannis Drysdale of RRFDC on June 16, 2021 to learn about an app that they are developing regarding tourism experiences. Advised Tannis of discussion with Kayleigh, and this was in line with the concept.
  - Suggestion of having the Museum experience to begin with.

7.     **Recommendations to be made to the Community Services Executive Committee..**
8.     **ADJOURN / NEXT MEETING DATE: July 28, 2021**

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D. Ballard, Chair

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B. Cochrane, Museum Curator

### Museum Opening

- Students and Museum Volunteers were welcome back into the Museum on July 12, 2022.
- The Museum opened on July 27, 2021; a soft opening was conducted. There were 18 visitors to the Museum. Nancy Jones was in to conduct an opening prayer for the exhibit.
- Museums are able to open at 50% capacity for indoor spaces, therefore, the Museum capacity is 55. Normal capacity on main floor is 48, which *capacity now is 24*; while capacity on top floor is 63, reducing it to a maximum capacity of 31.

### Children's Programming

- Summer students began programming on August 3, 2022
  - Square Days which occur on Tuesdays and Thursdays from 1-3 PM. Their maximum group size is 16; COVID-19 screening conducted, masks are HIGHLY recommended as per NWHU recommendations. The last day for Square Days will be September 1, 2021.
  - Night at the Museum events have been scheduled for: August 16, 23 and 30, 2022. Maximum group size is 16 per night.

### Finance:

- Museum Admissions had been increased in 2020, after many years of no increase to the following (taxes included): Students/ Seniors \$4; Adults \$5; Family \$15. In 2021, the Museum admissions were included in the annual increase in fees resulting in the admission fees being:
  - Students/ Seniors \$4.07 (\$4.05)
  - Adults \$5.14 (\$5.15) and
  - Family \$15.36 (\$15.35)
- Research Fees. Clarification is required for the "Research fees" section of the User fee schedule. Typically, we don't charge an admission when someone comes into Museum to conduct research; when do these charges apply?
  - Access \$10.35
  - Staff - initial inquiry \$16.80
  - Additional time \$41.90 per hour

### Collections:

- Deaccessions process in the works; have begun with obvious items such as missing, broken or duplicates.
- A hangman's hood and section of rope was received for the Museum Collection. These items were used in the hanging of the accused in the "Hot Stove Murders" which occurred in Fort Frances.

### Exhibitions:

- July 27 – August 28: Nindinawemaganag: My Relations/ Nidizhichigewinan: What I Do/ Make
- September 7 – October 27, 2021: Tony Sepers: "All of Us One Family"
- November 2021 – February 2022: Fort Frances Businesses

- March – May 2022: Fibre Arts – 3 year rotation schedule
- May 4 – July 6, 2022: My Tattoo, My Story – Travelling Exhibit. Will be required to recommend entering into contract to CSEC.
- October – November 2023: Veteran’s Exhibit – Marjori Stinzi

#### Research:

- Small research requests continue; however, we’ve had a few visitors who’ve been waiting to conduct their own research.
- Walking Tour continues to be developed. Historical Sites tour submitted for approval.

#### Physical Plant:

- Fire Panel yet to be installed; this has been dysfunctional since August 2019. A faulty alarm sensor in the basement
- Humidity issues; electricians in. They’ve determined it to be a refrigeration issue.

#### Community:

- Museum will be participating in the “Great Northern Ontario Roadshow” on August 27 & 28, 2021; which will be held at the Fort Frances Curling Club.
- Friends of Museum AGM Scheduled.
- Writers Group on summer hiatus; resumes on September 8, 2021. The group is looking forward to meeting in person.
- Right Relations Committee looking to conduct cultural education sessions. They are also looking to collaborate with other groups to conduct activities for “Orange Shirt Day”.
- Marjori Stinzi, Museum volunteer has advised that she’d like to make some orange poppies for use at an “Orange Shirt” day event.
- Rainy Lake Square started on May 20, 2022 with tentative end date of September 30, 2022.

Numbers: July 2022: 62

FORT FRANCES MUSEUM & CULTURAL CENTRE  
259 SCOTT STREET  
FORT FRANCES ON P9A 1G8



June 17, 2021

Tony Sepers,  
Via email: [tonysepers@gmail.com](mailto:tonysepers@gmail.com)

RE: Confirmation of 2021 Exhibition Dates

Tony,

This letter is to confirm that you are scheduled to exhibit your original artwork at the Fort Frances Museum & Cultural Centre from September 7, 2021 to October 27, 2021. The exhibit installation dates are: September 2 & 3, 2021; with exhibit dismantling on October 28 and 29, 2021.

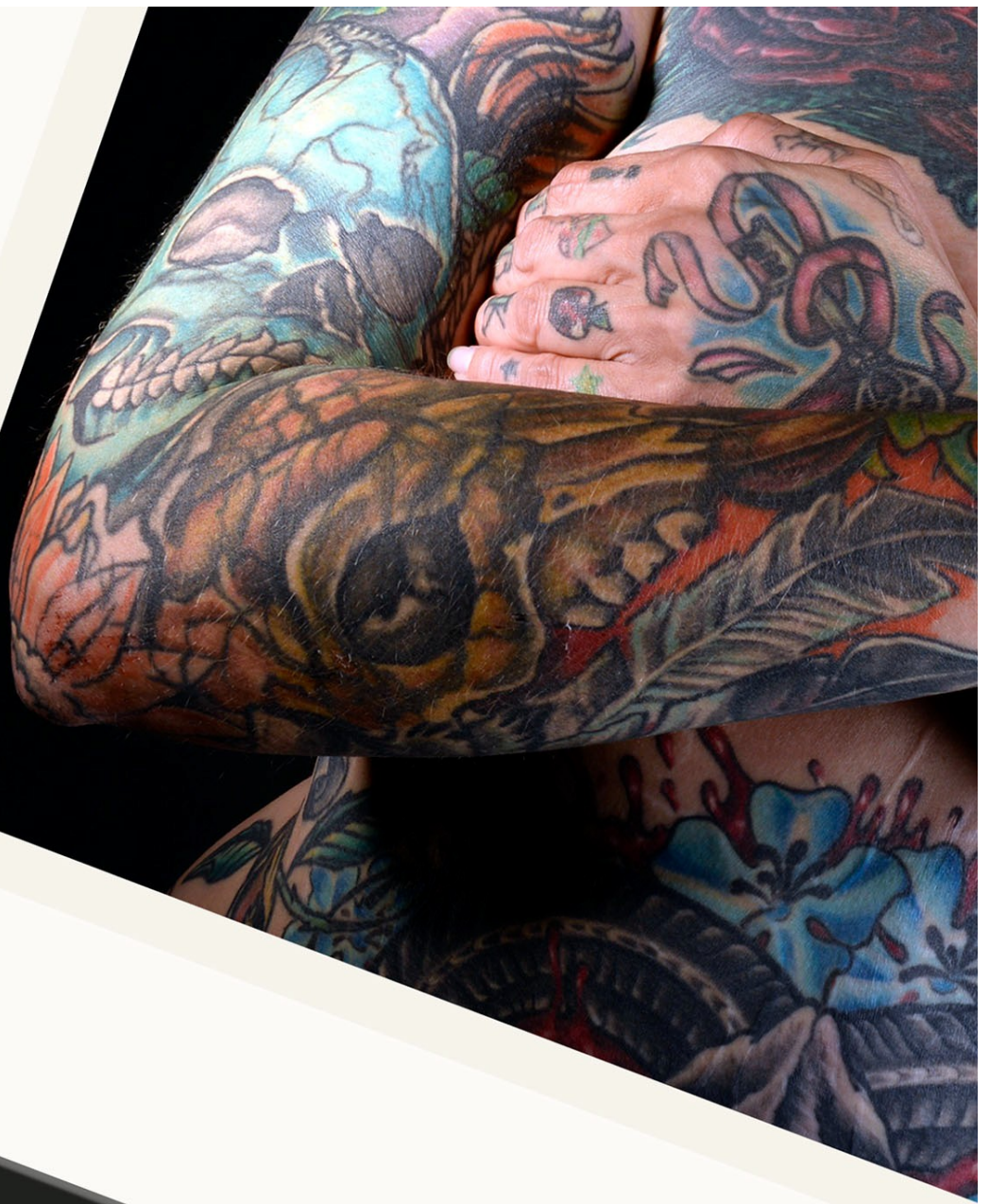
As with your previous exhibit, you will be required to provide a list of the art to be exhibited; along with description of said works and value of each piece.

The dates listed are the projected exhibition dates, however, if The Fort Frances Museum & Cultural Centre has not been re-opened to the public by then, we would postpone your exhibit to a mutually agreeable date.

If you have any questions, or comments, please feel free to contact me at [bcochrane@fortfrances.ca](mailto:bcochrane@fortfrances.ca) or by calling (807) 274-7891, Ext. 2.

A handwritten signature in blue ink, appearing to read 'Beverley Cochrane', is positioned above the printed name.

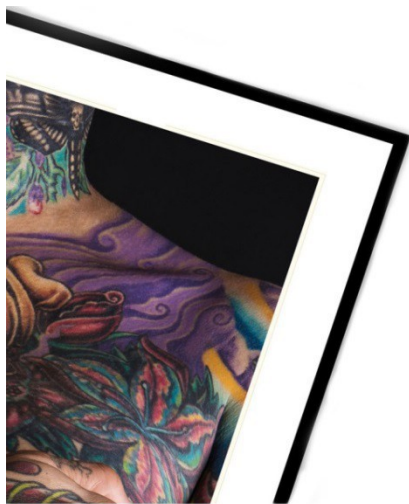
Beverley Cochrane,  
Curator



# My Story, My Tattoo

**A Travelling Exhibit from the Wellington County Museum and Archives**





# My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

## Exhibit Concept

Tattoos are living images that reveal important stories about our residents, our community and the tattoo phenomenon. **My Story, My Tattoo** features 31 photographs and stories of people and their amazing tattoos. The exhibit includes four audio stations (with eight audio interviews), six videos and 29 text panels.

Participants represent every walk of life – everyone from a cancer survivor to teachers and their students, a firefighter and a farmer. The participants range in age from 26 to 89 years and live throughout Wellington County.

All of the individuals were open and honest, and their stories and personalities are represented through this series of thought-provoking and colourful images. **Chris Piccinetti**, a Guelph photographer and graphic designer for the County of Wellington, photographed these inspiring images.

**For specific booking information, please contact**

**Amy Dunlop, Curatorial Assistant**

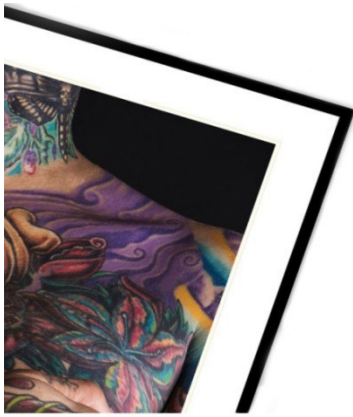
**519.846.0916 x 5232**

**1.800.663.0750**

**amyd@wellington.ca.**



**Wellington County Museum and Archives**  
**T 519.846.0916 X 5232 | T 1.800.663.0750 X 5232**  
**[www.wellington.ca/Museum](http://www.wellington.ca/Museum)**



# My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

## Exhibit Essentials

**Size:** 150 to 200 running feet of wall space will accommodate full exhibit (smaller pieces can be double-hung)

- 31 framed photographs (15 @ 34 x 42", 10 @ 22 x 27", and 6 @ 18 x 22")
- Video Content (6 videos in mp4 format) \*flat screen not included
- Audio Content (8 audio files in mp3 format) \*4 free-standing audio stations included (power outlet needed)
- Text panels (29 labels)
- Portable display title panel \*not suitable for outdoor display
- Package (pdf) – instructions, condition reports, media release template and graphics to use

**Language:** All text is in English; host venue may provide translation if desired.

**Exhibit Duration:** Minimum time – 3 months

**Booking Fee:** \$1,000 (plus taxes, incoming shipping charges and fuel surcharge)

- \$300 per month for each additional month (plus applicable taxes)
- \$80 per week for each additional week (plus applicable taxes)

### Shipping Essentials:

Four wooden crates (with a dolly)

- ☐ (H) 46" x (W) 54" x (D) 22" (Large framed photographs 1 to 8 – 34 x 42")
- ☐ (H) 42" x (W) 60" x (D) 15" (Large framed photographs 9 to 16 – 34 x 42")
- ☐ (H) 33" x (W) 46" x (D) 20" (6 framed photographs -18 x 22", 10 framed photographs – 22 x 27")
- ☐ (H) 15" x (W) 37.5" x (D) 50" (audio stations, media player, labels)

### Insurance Value:

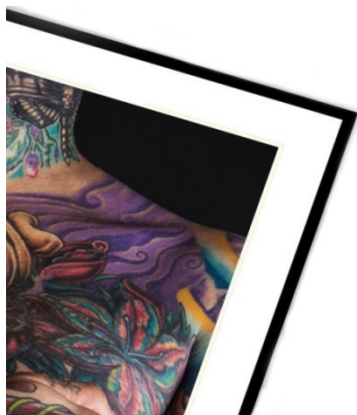
\$20,000



**ALTERNATE FORMATS AVAILABLE UPON REQUEST**



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# My Story, My Tattoo

A Travelling Exhibit from the Wellington County Museum and Archives

## Insurance Values

Item	Qty.	Description	Each	Totals
1	15	32 x 40 print plus frame	\$530	\$7,950
2	10	20 x 25 print plus frame	\$430	\$4,300
3	6	20 x 26 print plus frame	\$350	\$2,100
4	4	Audio units, stands	\$250	\$1,000
5	1	Video media player, button switches, enclosure, cable	\$430	\$430
6	4	Wooden crates and packing material	\$740	\$2,960
7	1	Acrylic cleaner, microfiber cloth, binder, moving dolly etc.	\$175	\$175
8	1	pop-up banner stand	\$285	\$285
9	30	wall labels, printed, laminated and mounted	\$9	\$270
<b>TOTAL INSURANCE VALUE:</b>				<b>\$19,470</b>



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# My Story, My Tattoo – Travelling Exhibit Agreement

THIS AGREEMENT is dated the \_\_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:**

**THE CORPORATION OF THE COUNTY OF WELLINGTON**  
(hereinafter referred to as the "County")

OF THE FIRST PART

- and -

**THE CORPORATION OF THE TOWN OF FORT FRANCES**  
(hereinafter referred to as the "Borrower")

OF THE SECOND PART

**WHEREAS:**

1. **My Story, My Tattoo** is an exhibit owned, designed, developed and produced by the **County** ("the Exhibit").
2. The **County** and the **Borrower** wish to enter into an agreement for the hire of the Exhibit for a period from **May 4 to July 6, 2022** ("the Exhibit Duration").
3. The Exhibit is owned by and has been designed, developed and produced by the County. It contains objects from the **County's** collection.
4. The **County** intends to grant the **Borrower** the right to display the Exhibit in accordance with the terms set out in this Agreement.
5. The Exhibit will be displayed at **Fort Frances Museum & Cultural Centre**/ 259 Scott Street, Fort Frances, ON P9A 1G8 ("the Venue").
6. The Exhibit will be displayed at the Venue according to any specifications supplied in advance by the **County**. Any proposed change in the Exhibit title, Exhibit content, Venue or Exhibit Duration must be approved in writing by the **County** prior to the Exhibit delivery date. Any other changes to this Agreement must be made in writing and signed on behalf of each Party (or their agents).



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# My Story, My Tattoo – Travelling Exhibit Agreement

**NOW THEREFORE**, in consideration of the premises and mutual agreements contained in this Agreement and of other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party hereto), the Parties agree with one another as follows:

## 1. LOAN

- 1.1. In consideration of the mutual undertakings contained herein and of the fees and costs payable hereunder, the **County** shall lend and the **Borrower** shall accept on loan the Exhibit upon the terms and conditions set out in this Agreement to the exclusion of any other terms, conditions or representations.
- 1.2. The Exhibit shall only be shown to the public at the Venue during the Exhibit Duration.

## 2. FEES AND PAYMENT

- 2.1 The **Borrower** shall pay the **County** a rental fee **(\$690.90) plus HST** ("Rental Fee"), according to the payment schedule set out below:
- 2.2 The **Borrower** agrees to pay a **25% deposit of the Rental Fee (\$172.50) plus HST** to confirm their booking of the Exhibit to be paid 30 days after the signing this Agreement. The deposit is deductible from the Rental Fee and the remaining balance must be **paid by the day the Exhibit leaves the Borrower**. The deposit is non-refundable.
- 2.3 The **County** will not be responsible for expenses incurred by the **Borrower** in fulfilling the terms of this Agreement. The **Borrower** shall be responsible for bearing all costs incurred by the **County** or any third party engaged by the **Borrower** to enable the **Borrower** to comply with the **Borrower's** obligations under this Agreement.

## 3. OWNERSHIP, RIGHTS AND APPROVALS

- 3.1 All Intellectual Property Rights residing in the Exhibit shall at all times remain vested in the **County**.
- 3.2 The **Borrower** shall use the Exhibit only as specified in this Agreement.
- 3.3 The **County** hereby grants to the **Borrower** a non-exclusive licence to use the Exhibit during the Exhibit Duration for the purpose of hosting, publicising and promoting the Exhibit including digital 360° tours and media interviews showing the Exhibit provided that any such use is compliant with this Agreement
- 3.4 The **Borrower** shall not make additions to, deletions from, copies of, recordings of or alterations to any of the Exhibit without the express prior written consent of the **County**.



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# My Story, My Tattoo – Travelling Exhibit Agreement

## 4. GENERAL

- 4.1 The **Borrower** agrees to present this Exhibit in accordance with the terms outlined in this Agreement.
- 4.2 The **Borrower** confirms that the information contained in their Standard Facility Report on file with the **County** is current and accurate.
- 4.3 The **Borrower** will at all times protect and care for the Exhibit to recognized professional standards.
- 4.4 The Exhibit will serve only educational purposes and will not be used for commercial or political purposes.
- 4.5 Within 30 (thirty) days of the Exhibit's closing date, the **Borrower** will complete and return to the **County Outgoing Condition Report** and **Summary Report set out in the Manual referred to below** as well as digital copies of photographs of the Exhibit, and all paid and unpaid **publicity and promotional material** gathered by the **Borrower**.

## 5. CARE AND HANDLING OF THE EXHIBIT

- 5.1 The **Borrower** agrees to follow all specific written instructions for handling, packing, crating and shipping the Exhibit, as specified by the **County** in the Wellington **County** Museum and Archives' My Story, My Tattoo Travelling Exhibit Manual, ("the Manual").
- 5.2 The **Borrower** shall ensure that any storage of the Exhibit while in its possession is in an area free of pests, preferably designated for the storage of art or artifacts.
- 5.3 All Exhibit components shall remain in the same condition in which they were received by the **Borrower**. Repair of any kind may **NOT** be carried out without permission from the **County**.
- 5.4 Damage, whether sustained in transit or on the **Borrower's** premises, and regardless of who may be responsible, must be reported immediately to the **County**.
- 5.5 Should damage occur during transit, the Carrier must be notified immediately and, where possible, the waybill marked accordingly upon the receipt of the shipment.
- 5.6 The **Borrower** should preserve, and if possible document with photographs, the damaged Exhibit components.
- 5.7 The **Borrower** will check the contents of the Exhibit against the **Crate List** accompanying the Exhibit, and immediately report any discrepancies to the **County**.



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# My Story, My Tattoo – Travelling Exhibit Agreement

- 5.8 The **Borrower** will complete the **Incoming Condition Report** as set out in the Manual within three days after uncrating, and the **Outgoing Condition Report** as set out in the Manual immediately prior to the Exhibit being re-crated for transport. The **County** will be notified of any change to the condition of the Exhibit while in the custody of the **Borrower**.

## 6. DISPLAY OF THE EXHIBIT

- 6.1 The **Borrower** shall ensure that the Exhibit is shown in a professional manner. The **Borrower** agrees that the Exhibit may only be shown at the Venue.
- 6.2 Text panels and the title panel will be provided to the **Borrower** and may not be revised, added to or deleted without approval of the **County**. If the label needs to be replaced contact the **County** staff who will replace it.
- 6.3 The **Borrower** will provide a space for the exclusive use of the Exhibit, and free from any activities such as eating, drinking or smoking.

## 7. SHIPPING

- 7.1 The **Borrower** will be responsible for the full cost of shipping the Exhibit, including any fuel surcharges that may apply, **to and from their location**. In case of back-to-back bookings, between rentals, where the Exhibit does not return to the **County**, the shipping charges may be adjusted.
- 7.2 The **County** will make arrangements for shipping **in consultation** with the **Borrower**. No changes in shipping arrangements will be made by the **Borrower**.

## 8. INSURANCE

- 8.1 The **Borrower** is responsible for the Exhibit while in their custody. The **Borrower** will be held financially responsible for any damage or loss which results from negligence or from failure to follow the terms of this contract. A **certificate of insurance for the value** of the Exhibit will be issued by the **Borrower** to the **County**.
- 8.2 The **Borrower** will insure the Exhibit for the full value of **\$19,470** from the date the Exhibit is sent and arrives to the **Borrower** until the date it leaves the Venue under an all-risk, wall-to-wall and door-to-door policy. If the Borrower has an **on premise** policy only, the Exhibit is covered for the full value of \$19,470 from the date the Exhibit is on the Venue until the date it leaves.





## My Story, My Tattoo – Travelling Exhibit Agreement

- 8.3 Sixty days prior to receiving the Exhibit, the **Borrower** shall provide the **County** with a Certificate of Insurance from its insurer stating that:
- 8.3.1 The required insurance is in effect;
  - 8.3.2 The contractual or assumed liability under the agreement is covered;
  - 8.3.3 The **County** has been named as an additional insured and shall contain a waiver of subrogation in favour of the **County**;
  - 8.3.4 The Cross Liability Clause will apply;
  - 8.3.5 The **County** will be given at least sixty (60) days prior written notice of any policy cancellation or of any change in the limit or type of insurance specified; and,
  - 8.3.6 In the event that a claim is made under the policy, the **Borrower** is responsible for paying the deductible.

### 9. SECURITY SYSTEMS AND PROCEDURES

- 9.1 The **Borrower** will ensure the security systems and procedures described in the Standard Facility Report are in effect while the Exhibit is in their custody.

### 10. PUBLICITY AND REPRODUCTION RIGHTS

- 10.1 All publicity and promotional materials must give credit to Wellington County Museum and Archives (WCMA).
- 10.2 The **County** will provide publicity and promotional material (such as posters, images and WCMA's logo) to the **Borrower** upon signature of this Agreement or within four months prior to the Exhibit opening.
- 10.3 Should the **Borrower** produce any **advertising, publicity and promotional material** for the Exhibit (such as printed materials, invitations, media releases, PSA's, virtual tours, or web pages), the **Borrower** will provide the **County** with drafts or mock-ups for approval before production. The **County** will respond within four (4) working days, unless agreed otherwise. Approval will not be unduly withheld. Should the **Borrower** mention the Exhibit on its website, it is to provide a link for the online visitor to the WCMA website.
- 10.4 A copy of all publicity and promotional material generated by the **Borrower** will be forwarded to the **County** within 30 days of the closing date of the Exhibit.



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# My Story, My Tattoo – Travelling Exhibit Agreement

## 11. CANCELLATION AND CHANGES

- 11.1 The **County** reserves the right to cancel or withdraw the Exhibit at any time if the terms and conditions of this contract are not fulfilled.
- 11.2 In the event of exceptional circumstances beyond the control of the **County**, the **County** reserves the right to cancel the Exhibit tour at any time without penalty. It is understood and agreed that there shall be no claim for damages by the **Borrower**.
- 11.3 If the Exhibit is cancelled by the **Borrower less than five (5) months** prior to the commencement of the Exhibit Duration, and neither the **County** nor the **Borrower** are able to secure a new **Borrower** for the time booked, the **Borrower** must pay the Exhibit rental fee and cover shipping fees of the Exhibit back to the **County**.
- 11.4 In the event that a new **Borrower** can be secured by either party prior to the commencement of the Exhibit Duration, there shall be no penalty imposed on the **Borrower**.
- 11.5 The audio-visual and other support material are important elements to the Exhibit. Should the **Borrower** suffer the loss or damage of any of these components, a replacement fee will be charged to the **Borrower**.

## 12. COUNTY LIST OF CONTACTS

### 12.1 Primary Contact:

Amy Dunlop, Curatorial Assistant  
T: 519.846.0916 x 5232  
T: 1.800.663.0750 x 5232  
E: [amyd@wellington.ca](mailto:amyd@wellington.ca)

### 12.2 Secondary Contact:

Hailey Johnston Curator  
T: 519.846.0916 x 5226  
T: 1.800.663.0750 x 5226  
E: [haileyj@wellington.ca](mailto:haileyj@wellington.ca)



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# My Story, My Tattoo – Travelling Exhibit Agreement

## 13. BORROWER LIST OF CONTACTS

### 13.1 Primary Contact

\_\_\_\_\_  
Name, Job Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

### 13.2 Secondary Contact

\_\_\_\_\_  
Name, Job Title

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Email

## 14. INDEMNIFICATION BY THE BORROWER

- 14.1 The **Borrower** agrees to indemnify and hold the **County** harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees, which the **County** may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding (collectively, a "Claim") that may be made or asserted against or affect the **County**.

## 15. NOTICES

- 15.1 Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender:



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[www.wellington.ca/Museum](http://www.wellington.ca/Museum)

# My Story, My Tattoo – Travelling Exhibit Agreement

15.1.1 In the case of a notice to the **Borrower** at:

The Corporation of the Town of Fort Frances  
320 Portage Avenue  
Fort Frances, ON, P9A 3P9

15.1.2 In the case of a notice to the **County** at:

The Corporation of the County of Wellington  
74 Woolwich Street  
Guelph ON, N1H 3W6

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by tele copier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, tele copier or other form of electronic communication is interrupted by strike, slowdown, *force majeure* or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

## 16. GENERAL

### 16.1 EXPENSES

16.1.1 All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

### 16.2 TIME

16.2.1 Time shall be of the essence of this Agreement.



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## 16.3 ASSIGNMENTS/SUCCESSORS AND ASSIGNS

- 16.3.1** Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

## 16.4 NON-AGENCY RELATIONSHIP

- 16.4.1** The **Borrower** and the **County** are independent of one another, and this Agreement does not give either Party the right to bind another to any obligation, or to assume or to incur any obligation on behalf of or in the name of the other. This Agreement shall not be interpreted to make one Party a partner, joint venture, employee, agent or other representative of the other Party for any purpose

## 16.5 ENTIRE AGREEMENT

- 16.5.1** This Agreement and the documents required to be delivered hereunder, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

## 16.6 AMENDMENT AND WAIVER

- 16.6.1** This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.



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# My Story, My Tattoo – Travelling Exhibit Agreement

## 16.7 SEVERABILITY

- 16.7.1** If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

## 16.8 GOVERNING LAW AND ATTORNMENT

- 16.8.1** This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or relating to this Agreement.

## 16.9 COUNTERPARTS AND ELECTRONIC EXECUTION

- 16.9.1** This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

**IN WITNESS WHEREOF** the Parties have duly executed this agreement on the date set out above.

*Amy Dunlop*

\_\_\_\_\_  
Name: (Witness, County of Wellington)

\_\_\_\_\_  
Name: (Witness, Borrower)



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## THE CORPORATION OF THE TOWN OF FORT FRANCES

\_\_\_\_\_  
Name (Signature of Borrower)

Title: \_\_\_\_\_

I have authority to bind the Corporation

## THE CORPORATION OF THE COUNTY OF WELLINGTON



\_\_\_\_\_  
Name: Hailey Johnston

Title: Curator

I have authority to bind the Corporation



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# My Story, My Tattoo – Travelling Exhibit Agreement

## OVERVIEW OF ESSENTIAL INFORMATION AS NOTED IN EXHIBIT AGREEMENT:

<b>BETWEEN</b> (County):	The Corporation of the County of Wellington 74 Woolwich Street Guelph, ON N1H 3T9
<b>AND:</b> (Borrower)	<b>The Corporation of the Town of Fort Frances</b> _____ (name of borrowing institution/organization – <b>please print</b> )  20 Portage Avenue _____ (street address)  Fort Frances, ON, P9A 3P9 _____ (city/town, province, postal code)
<b>EXHIBIT DURATION:</b>	Pick up date from previous site: <u>May 4, 2022</u> Delivery date: <u>May 11, 2022</u> (exact date to be negotiated by shippers)  _____ to _____ (Show Opening – dd/mm/yyyy) (Show Closing - dd/mm/yyyy)  (Total: _____ months, <u>9</u> weeks)  Date the Exhibit will leave the site: <u>July 6, 2022</u>
<b>FEE:</b>	The Confirmation of Exhibit Booking clause herein indicates the rental dates. Any extension to the contract must be negotiated and additional rental fees will be applied.  <b>RENTAL FEE: \$779.70</b> (plus shipping and fuel surcharge)  25% non-refundable deposit is required on booking: <b>\$ 197.93</b>  75% balance owing due by the date the Exhibit leaves site: <b>\$ 584.77</b>



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